

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH
FULTON AND UNION CITY FOR THE USE OF UNION CITY'S MUNICIPAL
COURT FACILITIES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into on the 19th day of March 2019 by and between the City of South Fulton, Georgia (“South Fulton”) and the City of Union City, Georgia (“Union City”), both municipal corporations organized and existing under the laws of the State of Georgia, acting by and through their duly elected officials for the purpose of Union City allowing South Fulton to temporarily conduct its municipal court proceedings at the Union City Municipal Courthouse until South Fulton has secured its own facility. South Fulton and Union City are hereinafter referred to as “Party” or collectively as “Parties.”

WHEREAS, South Fulton, was incorporated on May 1, 2017 and is currently transitioning services from Fulton County pursuant to Section 7.16(d) of its Charter; and

WHEREAS, pursuant to Section 7.16(d) of its Charter, Fulton County has agreed to confer “regulatory authority and the appropriate court jurisdiction” to South Fulton on November 1, 2017; and

WHEREAS, beginning November 1, 2017, South Fulton has full jurisdiction allowed by law to adjudicate any violation of law that occurs within its jurisdiction; and

WHEREAS, it is necessary for South Fulton to have a dedicated physical location to adjudicate any violation of law that occurs within its jurisdiction; and

WHEREAS, Union City has agreed to allow South Fulton to temporarily use its court facilities until South Fulton secures a location for its municipal court; and

WHEREAS, the Parties desire to enter into this MOU for the purpose of sharing the court facilities located at 5060 Union Street, Union City, Georgia 30291 as needed for both Parties to exercise their jurisdiction over violations that occur within their respective jurisdictions; and

WHEREAS, pursuant to a mutually agreed-upon schedule set out below, the Parties will have access to the court facilities as needed to exercise their jurisdiction as deemed necessary; and

WHEREAS, the Parties acknowledge that coordination between South Fulton and Union City is imperative for the public health, safety, and welfare.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are agreed to by the Parties, the Parties agree as follows:

1. **Purpose:** The purpose of this MOU is to provide South Fulton authorization and permission to use Union City's court facilities to exercise its jurisdiction over violations that occur within its jurisdiction. The term "court facilities" referenced throughout this MOU refers to the Municipal Court located at the Union City Justice Center located at 5060 Union Street, Union City, Georgia 30291 and includes all courtrooms, holding facilities, and vestibules.

2. **Use of Union City's Court Facilities:** South Fulton has provided a Court Service Operations Plan to Union City demonstrating the scope within which South Fulton will utilize the court facilities. A copy of the Court Service Operations Plan is attached as Exhibit "A" and is by this reference incorporated herein. South Fulton shall have the authorization and permission to utilize Union City's court facilities to exercise its jurisdiction over violations that occur within its jurisdiction. Based on the Parties' understanding, South Fulton is authorized to utilize the court facilities on the following dates and times, excluding all federal and State holidays:
 - Every Tuesday from 8 a.m. to 5 p.m.;
 - Every Wednesday from 1:30 p.m. to 6:00 p.m.; and
 - Every Thursday from 8 a.m. to 5 p.m.

These facilities include access to a judge's chamber, storage room, and hard-wired network connectivity. South Fulton agrees that it will use the aforementioned court facilities for court services only. To the extent that additional activities are planned that are not typical court services activities, additional written permission will be required from the City. For example, any type of public relations, filming, etc., is not included in the leased use of the court facilities.

3. **Compensation:** As consideration for South Fulton's use of Union City's court facilities, South Fulton shall compensate Union City in the amount of \$500.00 per day, which shall be paid to Union City on the last day of every month.
4. **Default:** South Fulton shall have the right to use Union City's court facilities pursuant to the terms of this MOU for a period of six (6) months from the effective date of this MOU, so long as it tenders monthly payments to Union City on a timely basis. Should South Fulton fail to comply with the terms of the MOU, such failure shall be deemed to be a default under the MOU. Upon any default, Union City shall notify South Fulton in writing and allow South Fulton to cure the default within ten (10) days of the written notice. If such default is not cured within that 10-day period, this MOU shall, at Union City's sole discretion, be immediately terminated and South Fulton's use of the court facilities shall be extinguished. South Fulton agrees to pay any amount it owes to Union City for the use of the court facilities under the terms and conditions of this MOU if such payment was the cause of the default. South Fulton agrees to pay said amount within three (3) business days subsequent to the 10-day period notifying South Fulton of the default.
5. **Amendments:** This MOU may be modified in writing at any time during the term by mutual written consent of both Parties.

6. **Relationship to Other Agreements:** This MOU shall supersede that MOU between South Fulton and Union City dated December 19, 2017 which went into effect as of January 1, 2018 with an initial expiration date of December 31, 2018.

7. **Indemnification.** South Fulton will indemnify and hold harmless Union City and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the use of the courtroom facilities by South Fulton, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of South Fulton, and anyone directly or indirectly employed by South Fulton, or anyone for whose acts South Fulton may be liable. In any and all claims against Union City, or any of its agents or employees, by any employee of South Fulton, or anyone directly or indirectly employed by South Fulton, or anyone for whose acts South Fulton may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for South Fulton under Workers' Compensation acts, disability benefit acts or other employee benefits acts.

8. Employees, agents and contractors of South Fulton shall remain employees, agents and contractors of South Fulton while performing their duties at the courtroom facilities in Union City. Nothing about the nature of the work performed by the employees, agents and contractors of South Fulton at the courtroom facilities in Union City will make the employees, agents and contractors of South Fulton be considered as employees, agents and contractors of Union City. South Fulton maintains the right to supervise and oversee all employees, agents and contractors of South Fulton performing work at the courtroom facilities in Union City. All Union City employees,

agents and contractors performing work at the courtroom facilities in Union City will remain employees, agents and contractors of Union City.

9. **Notices:** All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to South Fulton: City Manager
5440 Fulton Industrial Boulevard
Atlanta, GA 30336
City of South Fulton

With a copy to:

Emilia C. Walker, City Attorney
Fincher Denmark LLC
8024 Fair Oaks Court
Jonesboro, Georgia 30236

If to Union City: Sonja Fillingame
5047 Union Street
Union City, Georgia 30291

With copies to: Dennis A. Davenport
McNally, Fox, Grant & Davenport, P.C.
100 Habersham Drive
Fayetteville, Georgia 30214

10. **Non-Assignability:** Neither party shall assign any of the obligations or benefits of this MOU.
11. **Effective Date:** This MOU shall be effective on February 1, 2019 and shall automatically terminate on July 31, 2019 (the "Expiration Date"). Prior to the Expiration Date, South Fulton may request to extend the term of this MOU for thirty-day increments by providing at least thirty days' written notice to Union City. Said notice shall be provided to Union City by no later than June 30, 2019. Union City shall respond to such a request to extend the term of this MOU within 21 days of receipt of same.

12. **Entire Agreement:** The Parties acknowledge, one to the other, that the terms of this MOU constitute the entire understanding and MOU of the Parties regarding the subject matter of the MOU.
13. **Severability:** If a court of competent jurisdiction renders any provision of this MOU (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this MOU will continue in full force and effect as if the invalid provision or portion of the provision, were not part of this MOU.
14. **Binding Effect:** This MOU shall insure to the benefit of, and be binding upon, the respective parties' successors.
15. **Venue:** This MOU is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this MOU, the Parties agree that the venue shall be in the Superior Court of Fulton County, Georgia.
16. **Drafting of MOU:** This MOU shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed as having been prepared jointly by the Parties. Any ambiguity or uncertainty existing in this MOU shall not be interpreted or construed against any Party hereto. The Parties hereto agree that no representations except those contained herein that have been made by any Party to induce the execution of this MOU by any other Party.
17. **No Third-Party Beneficiaries:** This MOU is made between and limited to South Fulton and Union City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than South Fulton and Union City, and no other person or entity shall be

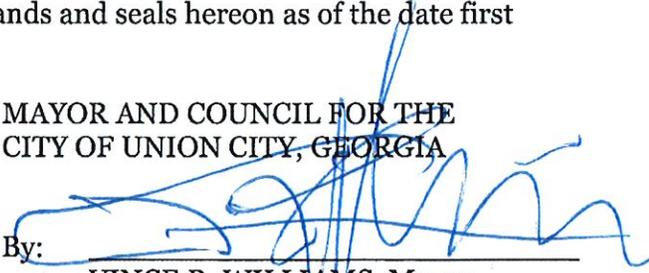
considered a third-party beneficiary of this MOU or otherwise entitled to enforce the terms of this MOU for any reason whatsoever.

18. **Counterparts:** This MOU may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

WHEREFORE, we have set our hands and seals hereon as of the date first above written.

MAYOR AND COUNCIL FOR THE
CITY OF UNION CITY, GEORGIA

(SEAL)

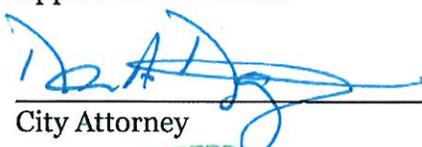
By: 

VINCE R. WILLIAMS, Mayor

ATTEST:

 4/16/19
Shandrella Jewett, City Clerk

Approved as to form:


City Attorney

MAYOR AND COUNCIL FOR THE
CITY OF SOUTH FULTON, GEORGIA

(SEAL)

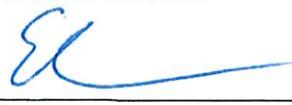
By: 

WILLIAM "BILL" EDWARDS, Mayor

ATTEST:

 2017
S. Diane White, City Clerk

Approved as to form:


City Attorney